



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

November 05, 2019

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

26 November 5, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432  
(SUPERVISORIAL DISTRICTS 2 AND 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a Proposition A services contract to Webco LB, LLC, for San Pedro area street sweeping services designated as Road Districts 232 and 432.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract to Webco LB, LLC for street sweeping services in the San Pedro area, and direct the Chair to execute the contract. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$341,467, which includes disposal and fuel adjustments in accordance with the contract terms.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Webco LB, LLC, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract, if required; and fuel cost and disposal fee adjustments in accordance with the contract, if applicable.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award a contract to Webco LB, LLC, to provide services to maintain the streets, alleys, and curbed medians within the unincorporated areas of San Pedro Road Districts 232 and 432. The work to be performed will consist of sweeping 182 curb miles and 13 paved alley miles annually in San Pedro Road Districts 232 and 432.

The annual cost is \$68,983.20 plus 10 percent of the annual contract sum for additional work within the scope of the contract plus disposal and fuel cost adjustments in accordance with the contract.

The current contract will expire on December 31, 2019. The award of this contract will continue the current service by the recommended contractor.

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows for the County to reduce storm water pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future. The recommended contractor has the specialized expertise to accurately, efficiently, timely, and in a responsive and cost-effective manner support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost is \$68,983.20 plus 10 percent of the annual contract sum for additional work within the scope of the contract plus disposal and fuel cost adjustments in accordance with the contract. The contract will be for a period of 1 year and includes three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and an estimated maximum potential contract sum of \$341,467. This amount is based on the annual unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contract sum for each option year over the term of the contract to allow for disposal and fuel cost adjustments in accordance with County policy and the terms of the contract.

Funding for this service is included in the Road Fund Fiscal Year 2019-20 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies and disposal and fuel adjustments will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Webco LB, LLC, located in Downey, California. This contract will commence on January 1, 2020, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract and has been executed by Webco LB, LLC (Enclosure A). The recommended contract with Webco LB, LLC, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within the class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

### **CONTRACTING PROCESS**

A notice of the Request for Statements of Qualifications (RFSQ) was released on March 17, 2015; March 20, 2017; and February 11, 2019; respectively. Six Statement of Qualifications (SOQ) were received on April 15, 2015, and one SOQ was received on March 11, 2019. The SOQ were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All seven SOQ met these mandatory requirements. These seven SOQ were then evaluated by an evaluation committee

consisting of Public Works staff utilizing the informed averaging methodology. The evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, references, and demonstrated control over labor/payroll recordkeeping. Based on this evaluation, one of the seven SOQ did not receive a score of equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining six SOQ received a passing score and were placed on the Qualified Contractors List.

On May 30, 2019, a notice of the Invitation for Bids (IFB) was e-mailed to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services. Advertisement and outreach activities were conducted during the RFSQ process, which were placed on the County's "Doing Business With Us" website (Enclosure C); Public Works' "Do Business With Public Works" website; Twitter; and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed 1,439 Local Small Business Enterprises; 167 Disabled Veteran Business Enterprises; 133 Social Enterprises; 613 Community Business Enterprises; and 58 independent contractors, various business development centers, and municipalities about this business opportunity.

On June 12, 2019, four bids were received. One bid was disqualified for failure to meet the minimum requirements of the IFB. The remaining three bids were first reviewed to ensure they met the mandatory requirements outlined in the IFB. All three bids met these mandatory requirements. Each bid was evaluated by performing mathematical calculations, and a score was assigned for the price category to each bid. Based on this evaluation, it is recommended that this contract be awarded to the apparent low responsive and responsible bidder, Webco LB, LLC, located in Downey, California. Public Works believes the bidder's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.



**CONCLUSION**

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division

# Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,  
PUBLIC WORKS

AND

WEBCO LB, LLC

FOR

SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)

79006

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AGREEMENT FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)

THIS AGREEMENT, made and entered into this 5th day of November, 2019, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Webco LB, LLC, a California Limited Liability Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 15, 2015, and Bid Submission filed with the COUNTY on June 12, 2019, hereby agrees to provide services as described in this Contract for San Pedro Street Sweeping Services Road Districts 232 and 432.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G, Sample Fuel Adjustment; and Exhibit H, Vicinity Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request for Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$341,467 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for each term is \$68,983.20 per year; and a month-to-month extension up to 6 months at the PW-2.4.1 rates for \$34,491.60.

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2020. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extension, for a maximum total Contract term of four years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that

term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in the applicable Forms PW-2.1.1 through PW-2.5, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No Cost-Of-Living Adjustments shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1.1 through PW-2.5 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County approved



website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used beginning on the month of this Contract's start date and thereafter at each successive six month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1.1 through PW-2.5 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only five percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the Request for Statement of Qualifications document and this Invitation for Bid's Scope of Work resulted from the Request for Statement of Qualifications (2015-SQPA004) per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By *Jenice Hahn*  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By *Maria Olvera*  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Maria Olvera*  
Deputy

APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

By *[Signature]* *for CS*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 26

NOV 05 2019

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

WEBCO LB, LLC

By *[Signature]*  
Its President

*Todd Rentfro*

Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

On September 25, 2019 before me, Cinda L. Meister, notary public  
(insert name and title of the officer)

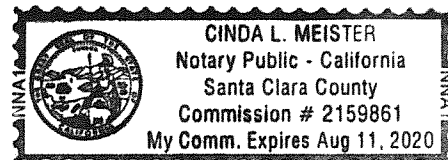
personally appeared Todd Renthrow,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cinda Meister

(Seal)



## SCOPE OF WORK

SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS  
232 AND 432 (BRC0000059)A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Mr. Shawn Rios of Road Maintenance Division, District 3 who may be contacted at (310) 348-6448, Extension 230 or [srios@pw.lacounty.gov](mailto:srios@pw.lacounty.gov), Tuesday through Friday, from 6:30 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Exhibit H, Vicinity Map for San Pedro Area Street Sweeping Services, provides a more detailed outline of each street sweeping area's limits, including locations of streets and alleys included in the service area.

C. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

Contractor shall sweep and clean once a week as directed by the Contract Manager, all public streets, paved alleys, and curbed medians within the service area as shown in Exhibit H, Vicinity Map. The word "sweeping" shall define a method of operation that shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 5 feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 6 miles per hour on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour.

Water shall be used while sweeping to minimize dust if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's Section F, Standard of Performance (below).

Contractor shall inform the Contract Manager of any problems or conditions, which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, parked or abandoned vehicles, and large potholes. These problems or conditions shall be reported by Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

Curbed areas that cannot be swept with power sweeping equipment such as, but not limited to, gutters, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's Section F, Standard of Performance (below).

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

F. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the Contract Manager may direct Contractor to resweep the subject areas within two calendar days without interruption of the regular sweeping schedule, at no additional cost to the County. If the area(s) cannot be reswept within two calendar days by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's Section P, Inspection and Acceptance of the Work.

G. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. The Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road's rights of way. The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the CM. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

H. Utilities/Water

The County will not provide utilities. The Contractor shall furnish all water, necessary for sweeping operations in accordance with this Exhibit's Section E, Work Description.

I. Storage Facilities

The County will not provide storage facilities for Contractor.

J. Right of Way

The Contractor shall conduct all of its activities and operations within the confines of public roadways. The Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, the Contractor elects to access non-County property, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such areas. In performing any work or doing any activity pursuant to this Contract, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Exhibit and with permission or in violation of this Exhibit without permission.

K. Authority of Board and Contract Manager

The County of Los Angeles Board of Supervisors (Board) has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with these Contract specifications. The Contractor shall promptly comply with instructions from the Contract Manager or designee.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress, or sequence of work; and the interpretation of the Vicinity Map and these specifications, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

L. Best Management Practices

The Best Management Practices (BMP) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water BMP Handbooks, Volume 3 Construction BMP Handbook, and the County of Los Angeles Department of Public Works BMP Handbook for Construction Activities. These publications are available from:

Los Angeles County Public Works  
Cashier's Office  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: (626) 458-6959

The Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, the Contractor shall implement the following BMP in conjunction with all its sweeping activities:

<u>NO.</u>	<u>MATERIAL MANAGEMENT</u>
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

<u>NOs.</u>	<u>WASTE MANAGEMENT</u>
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management



CD15 (2) Contaminated Soil Management  
CD16 (2) Concrete Waste Management

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NO.                      VEHICLE AND EQUIPMENT MANAGEMENT

CD18 (2) Vehicle and Equipment Cleaning  
CD19 (2) Vehicle and Equipment Fueling  
CD20 (2) Vehicle and Equipment Maintenance

NO.                      TRAINING

CD40                      Employee/Subcontractor Training

NO.                      PHYSICAL STABILIZATION

CD26A (2) Soil Stabilizer/Dust Control

Additional BMP may be required as a result of a change in the actual field conditions, the Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The BMP for the Contractor activities shall be continually implemented throughout the year. The BMP for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. The BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMP shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices. Should the Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Liquidated damages will apply for Contractor's failure to implement any BMP in accordance with Section HH, Liquidated Damages, of this Exhibit. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance

with these provisions or nonimplementation of the specified BMP. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

M. Work Schedule

A complete schedule of weekly sweeping (Work Schedule) shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The Work Schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the Work Schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of the Contractor shall require approval by the Contract Manager prior to being included in the weekly work.

The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day and to change any portions of an existing and established sweeping Work Schedule at any time during the duration of this Contract. The following guidelines shall be applicable:

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted days and hours. After the Contract has been awarded, the list of posted streets shall be provided to the Contractor.
2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website:

<https://pw.lacounty.gov/epd/swims/Residents/FranchiseAreas.aspx>.

3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
5. Major highways shall not be swept during peak traffic hours.
6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.

7. Street sweeping shall be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

N. Holidays

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

When street sweeping falls on a County Observed Holiday, the Contractor shall complete the work in compliance with Section X, Changes Resulting from Schedule Disruption.

O. Execution of Work

To minimize public inconvenience, the Contractor shall diligently execute the work in the manner and at the times approved by the Contract Manager as specified in this Exhibit's Section M, Work Schedule, and shall at all times comply with the approved sweeping Work Schedule. If, as determined by the Contract Manager, the Contractor fails to execute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in Contractor's Total Annual Proposed Price in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices.

Should the Contractor continue or fail to execute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part pursuant to Exhibit B, Section 3, unless the Contract Manager, in his or her sole discretion, determines that the Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by Contractor.

P. Inspection and Acceptance of the Work

The Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's Section V, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Vicinity Maps and specifications, approved Work Schedule, and the Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with requirements of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 5 percent deduction of payment for that day's sweeping mileage may be assessed for each and every location that is not swept in accordance with these specifications and Vicinity Maps. Photos and documentation for all deficient locations will be provided to the Contractor on the working day following the inspection.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
2. A trail of debris shall not be left along the street or gutter.
3. An inordinate amount of debris which would indicate that the location had not been swept properly.

Q. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
2. The street sweepers specified on the equipment list (Form PW-20.1) provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by the Contract Manager. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.
3. In the event of mechanical breakdown of an alternate-fuel street sweeper, and only if no other alternate-fuel street sweeper is available, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.

4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in this Exhibit's Section F, Standard of Performance.
5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with the Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purpose of identification.
6. The Contractor's sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. The Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

R. Global Positioning System

1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
2. The GPS shall be internet based (direct internet connection) or require additional software to access the GPS provider's data. If internet based, the Contractor shall provide Public Works with two accounts to access the GPS provider's internet site. If additional software is required, the Contractor shall provide software for installation on two Public Works computers, as selected by the Contract Manager.
3. The accounts shall be set up so that only Public Works and the Contractor can view Public Works data.
4. The Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.

5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every minute when brooms are down.
8. The minimum locate schedule shall be every 15 minutes when brooms are up.
9. The GPS shall generate an e-mail alert when the following events occur:
  - a. Sweeper exceeds 6 mph and brooms are down.
  - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
11. Authorized Public Works employees can generate and print reports at any time.
12. All reports shall have the capability to be downloaded in other formats, such as Microsoft Excel or Word.
13. Data shall be available for immediate downloading for a minimum of 3 months. After 3 months, data shall be backed up and be made available at Public Work's request.
14. Contractor's reference vendors for GPS:

WebTech Wireless, Inc. 215-4299 Canada Way Burnaby, BC Canada Telephone: (866) 287-0135 E-Mail: <a href="http://www.webtechwireless.com">www.webtechwireless.com</a>	TELETRAC, Inc. 7391 Lincoln Way Garden Grove, CA 92841 Contact: Mr. Carlos Reyes Telephone: (800) 487-4357 E-Mail: <a href="http://www.teletrac.net">www.teletrac.net</a>
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The Contractor is not limited to these two vendors to meet this Contract's GPS requirements. The Contractor may use the GPS services of another vendor that offers an equivalent level of service with approval by the Contract Manager.

The Contractor is solely responsible for obtaining GPS services that meet all the requirements of this Contract.

S. Reports

In addition to other data filed with the County by the Contractor, the Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.
2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary and copies of waste disposal receipts.

T. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual, and no deduction will be made for left turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's Section W, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by five to determine the Curb Miles per mile of length.

U. Contractor's Representative

Before starting the work, the Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the County, the Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

V. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Vicinity Maps, specifications, and approved Work Schedule.

The Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from the Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of Contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

W. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Vicinity Maps at any time when ordered by the Contract Manager. The Contractor will be compensated for additional sweeping at this Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices, as appropriate, as determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as directed by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's Section T, Measurement. All sweeping shall be done



with sufficient passes to achieve the results described in this Exhibit's Section F, Standard of Performance.

Compensation for additional sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices. Minimum payment will be equivalent to payment for 16 Curb Miles.

X. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a Work Schedule approved by the Contract Manager.

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor shall be paid for sweeping performed before the call was made to stop sweeping. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping for 2 days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule. Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's Section F, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices, and will not be considered additional sweeping as defined in this Exhibit's Section W, Additional Sweeping.

In the event the Contract is prevented from completing the sweeping as provided in the approved Work Schedule because of reasons other than inclement weather or holidays, the Contractor shall be required to complete the deferred sweeping services within 2 calendar days without interruption in the regular sweeping schedule.

Y. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the San Pedro Area Street Sweeping Services Vicinity Map

(Exhibit H). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are eliminated by the County will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved Work Schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

Z. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the Contract plans at the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices, until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities and at such time will no longer be paid by County. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

AA. Changed Conditions

The Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions, which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2.1.1 through PW-2.4.1, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor, do not justify an adjustment in compensation, Contractor will be notified in writing.

BB. Communications and Public Relations

The Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m.,

from Monday through Friday, except on County observed holidays. The answering service shall have the capability of contacting sweepers by radio, cellular phone, or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints. The communication device shall be on and operating during sweeping operations.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by the Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. The Contractor shall report what actions were necessary to resolve each complaint.

CC. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

DD. Project Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment shall take any and all actions appropriate to providing a safe service area.

EE. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

FF. Responsibilities of Public Works

The County will provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

GG. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3, Termination/Suspensions of Exhibit B.

HH. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
  - d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1,000 per occurrence that the Contractor fails to provide monthly reports, unless otherwise provided in this Contract.
4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day or where a route is swept with a primary or

backup sweeper that is not equipped with GPS capable of reporting real time data, unless otherwise provided in this Contract.

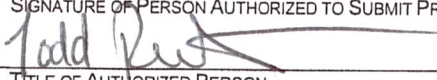
5. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day that the Contractor fails to provide the Contract Manager with access to the Internet based GPS and/or additional software that may be needed, as specified in this Exhibit's Section R, Global Positioning System, unless otherwise provided in this Contract.
6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$250 for every business day that Contractor fails to maintain an active account with their GPS provider such that the GPS data is not available on the provider's Internet site as specified in this Exhibit's Section R, Global Positioning System, unless otherwise provided in this Contract.
7. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1,000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
8. The Contractor shall pay at a minimum value of \$1,000 per day of the cost and actual damage caused by Contractor's failure to fully implement any BMP, and that such sums may be deducted from payments due to the Contractor, if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, \$1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with the provisions listed in Section L, Best Management Practices, in this Exhibit.
9. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance.

ENCLOSURE  
FORM PW-2.1.1  
INITIAL TERMSCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$ 64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
TOTAL ANNUAL PROPOSED PRICE FOR – INITIAL TERM						\$68,983.20

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

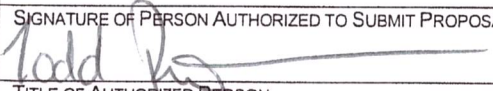


ENCLOSURE  
FORM PW-2.2.1  
OPTION YEAR 1SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$ 64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
TOTAL ANNUAL PROPOSED PRICE FOR - OPTION YEAR 1						\$ 68,983.20

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

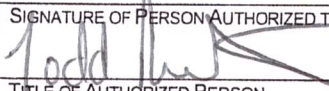


**SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$ 64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
<b>TOTAL ANNUAL PROPOSED PRICE FOR - OPTION YEAR 2</b>						<b>\$ 68,983.20</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

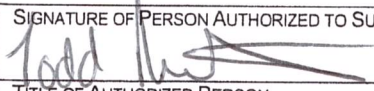
LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

**SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
<b>TOTAL ANNUAL PROPOSED PRICE FOR - OPTION YEAR 3</b>						<b>\$ 68,983.20</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com



**SUMMARY SHEET OF SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Initial Term)	\$ 68,983.20
2	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Option Year 1)	\$ 68,983.20
3	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Option Year 2)	\$ 68,983.20
4	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Option Year 3)	\$ 68,983.20
<b>TOTAL PRICE FOR YEARS' 1 THROUGH 4</b>		<b>\$ 275,932.80</b>
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		<b>\$ 68,932.20</b>


LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Todd Rentfrow 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC00000059)  
BIDDER: Webco LB LLC

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator					6	6		12	624	20	\$ 12,480.00
Operations Manager					1			1	52	20	\$ 1,040.00
Project Manager						1		1	52	40	\$ 2,080.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Salaries											\$ 15,600.00
(1) Vacations, Sick Leave, Holiday											\$ 2,400.00
(2) Health Insurance											\$ 1,896.00
(3) Payroll Taxes & Workers' Compensation											\$ 3,386.00
(4) Welfare and Pension											\$
Total Employee Benefits (1+2+3+4)											\$ 7,682.00
(5) Equipment Costs											\$ 20,000.00
(6) Service and Supply Costs											\$ 12,960.00
(7) General and Administrative Costs											\$ 3,680.00
(8) Profit											\$ 9,061.20
Total Other Costs (5+6+7+8)											\$ 45,701.20
TOTAL PRICE											\$ 68,983.20

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.  
\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Todd Rentfrow  
Name of Bidder  
  
Signature  
6/10/19  
Date  
1 of 4



STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC00000059)

BIDDER: Webco LB LLC[illegible]

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

Living wage rate shall be at the wage rate as set forth in F-Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

**Note:** This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Todd Rentfrow

Name of Bidder

2 of 4

6/10/19

Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC0000059)BIDDER: Webco LB LLC

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator					6	6		12	624	20	\$ 12,480.00
Operations Manager					1			1	52	20	\$ 1,040.00
Project Manager						1		1	52	40	\$ 2,080.00
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Salaries											\$ 15,600.00
(1) Vacations, Sick Leave, Holiday											\$ 2,400.00
(2) Health Insurance											\$ 1,896.00
(3) Payroll Taxes & Workers' Compensation											\$ 3,386.00
(4) Welfare and Pension											\$
Total Employee Benefits (1+2+3+4)											\$ 7,682.00
(5) Equipment Costs											\$ 20,000.00
(6) Service and Supply Costs											\$ 12,960.00
(7) General and Administrative Costs											\$ 3,680.00
(8) Profit											\$ 9,061.20
Total Other Costs (5+6+7+8)											\$ 45,701.20
TOTAL PRICE											\$ 68,983.20

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Todd Rentfrow

Name of Bidder

Signature

3 of 4

6/10/19

Date



STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC00000059)

BIDDER: Webco LB LLC

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Sweeper Operator					6	6		624	20	\$ 12,480.00
Operations Manager					1			52	20	\$ 1,040.00
Project Manager						1		52	40	\$ 2,080.00
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
Comments/Notes:									Total Salaries	\$ 15,600.00
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday									\$ 2,400.00
	(2) Health Insurance									\$ 1,896.00
	(3) Payroll Taxes & Workers' Compensation									\$ 3,386.00
	(4) Welfare and Pension									\$
	Total Employee Benefits (1+2+3+4)									\$ 7,682.00
	(5) Equipment Costs									\$ 20,000.00
	(6) Service and Supply Costs									\$ 12,960.00
	(7) General and Administrative Costs									\$ 3,680.00
	(8) Profit									\$ 9,061.20
	Total Other Costs (5+6+7+8)									\$ 45,701.20
									TOTAL PRICE	\$ 68,983.20

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

**Note:** This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Todd Rentfrow

Name of Bidder

Signature

6/10/19

Date \_\_\_\_\_

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Statement of Qualifications, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Bid or Bid Submission. The response to an Invitation for Bids.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.



County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Statement of Qualifications for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATIONA. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors to comply with this paragraph as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and

expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its sole judgment,

County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

"Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under



California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which

County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other

proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County

Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the



County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall

comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law

(Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's

staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

## TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the



Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

## GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

## 1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

## SECTION 5

## INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities") from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors, or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or



number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFSQ Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to

the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

## SECTION 6

## CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing Contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

## SECTION 7

## COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at



any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

## SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 9

## COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any

violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most

exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

#### H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

#### I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.



## SECTION 10

## SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 11

## LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 12

## DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract;  
AND
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 13

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAMA. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2018)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2018 are less than \$54,884 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

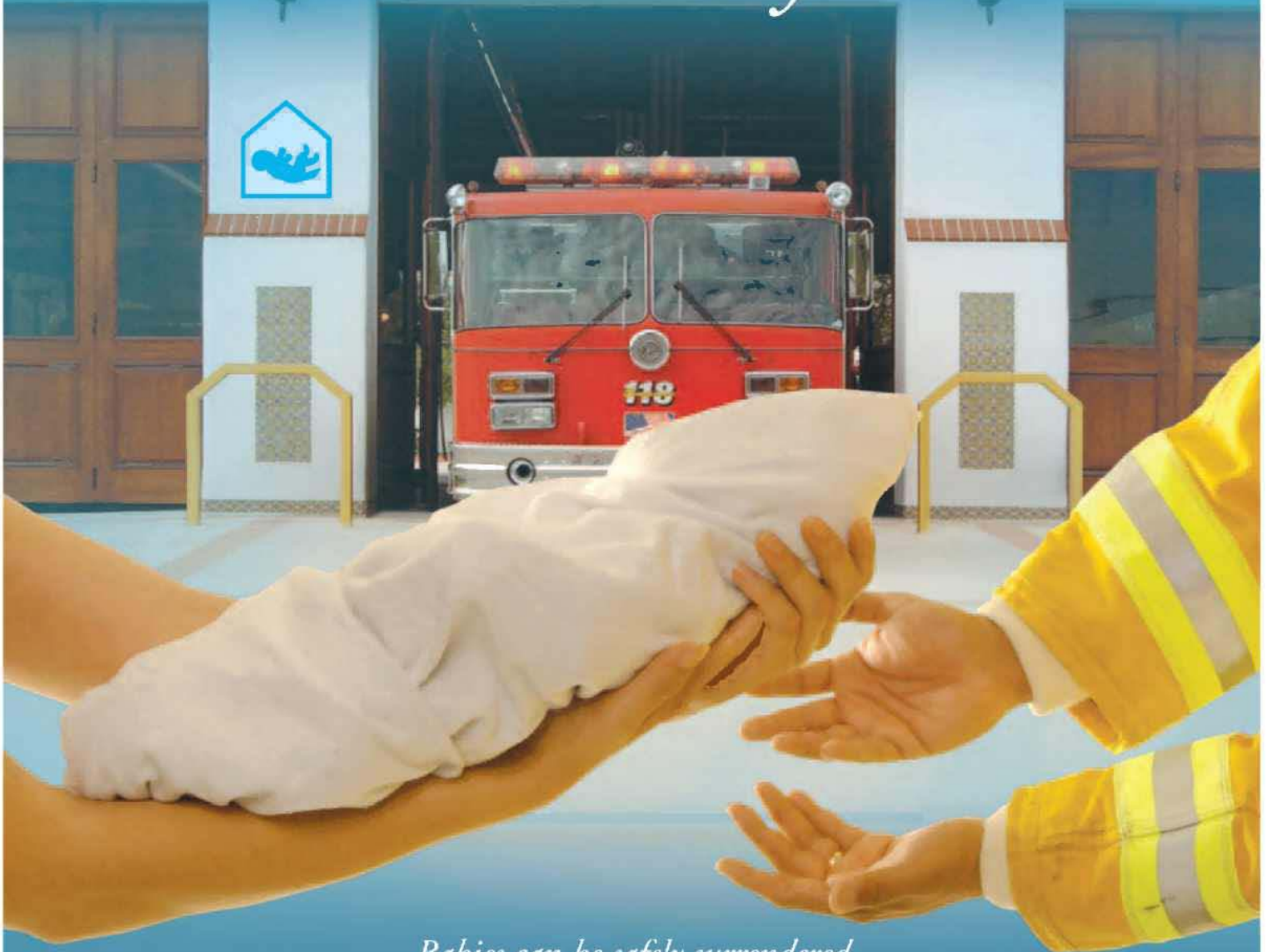
#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

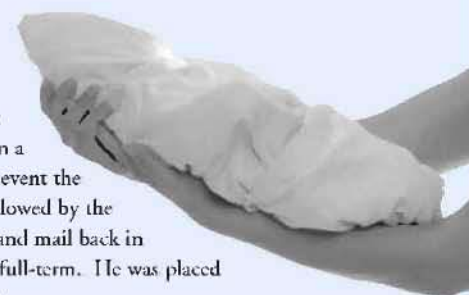
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A- H) and this PRS, Exhibits A- H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A- H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$1000 per occurrence that the report is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$1000 per occurrence that the report is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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## PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			<input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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PERFORMANCE REQUIREMENTS SUMMARY

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Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

### Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

#### **Fuel Adjustment (FA) Component for Diesel price:**

Diesel (On-Highway) - November 2007<sup>1</sup> 173.7 cents per Gallon

Diesel (On-Highway) – June 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (5% of Unit rate x Percent Change in Diesel Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

#### **Fuel Adjustment (FA) Component for Propane price:**

Propane (Commercial/Institutional) - November 2007<sup>1</sup> 173.7 cents per Gallon

Propane (Commercial/Institutional) – April 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (5% of Unit rate x Percent Change in Propane Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

**Fuel Adjustment (FA) Component for CNG price:**

Propane (West Coast) - November 2007<sup>1</sup> 173.7 cents per Gallon

Propane (West Coast) – April 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon)] x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (5% of Unit rate x Percent Change in CNG Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

1. The month of the proposal due date.
2. Most recently published fuel price for the requesting month (one year from the contract start date).

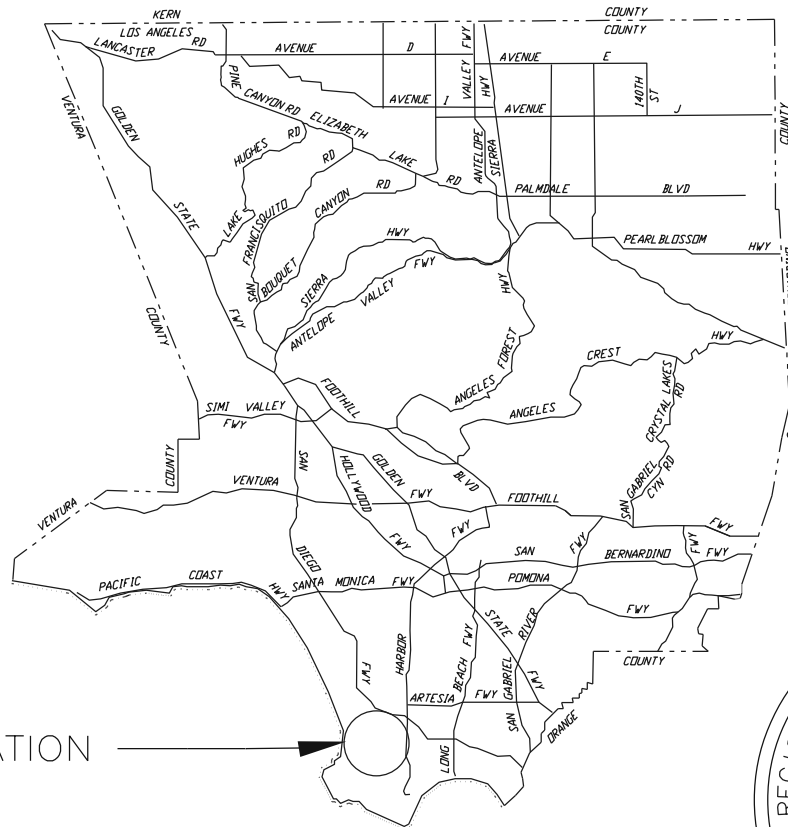
LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD3206006  
PRIME CONTRACTOR LICENSE REQUIRED: NONE

# SAN PEDRO AREA STREET SWEEPING SERVICES

# ROAD DIVISIONS 232 AND 432

TOTAL WEEKLY SWEEPING LENGTH 45 MILES



## PROJECT LOCATION

# VICINITY MAP

No Scale



## INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2	Street Limits
SHEET	3	Street Limits

APPROVED MARK PESTRELLA DIRECTOR OF PUBLIC WORKS

BY \_\_\_\_\_  
DEPUTY DIRECTOR DATE

SUBMITTED

ASST. DEPUTY DIRECTOR—RD.MAINT.DIV.      DATE

REVIEWED

DISTRICT ENGINEER—RD.MAINT.DIST. 3                      DATE

REFERENCES	THOMAS GUIDE	793, 794, 823, 824
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ROAD DIVISION 232 AND 432

PROJECT ENGINEER	C.E. NO.	DESIGNER
------------------	----------	----------

J. GARCIA

C.E. NO.	DESIGNER
C 65401	S. RIOS

CHECKER  
S. RIOS

SHEET	1	OF	3	SHTS.
DWG. NO				



STREETS TO BE SWEEPED BETWEEN 8:00 A.M.  
AND 3:30 P.M. OR AS POSTED



STREETS AND MEDIANS TO BE SWEEPED  
PRIOR TO 8:00 A.M.



T.G. 794 A2

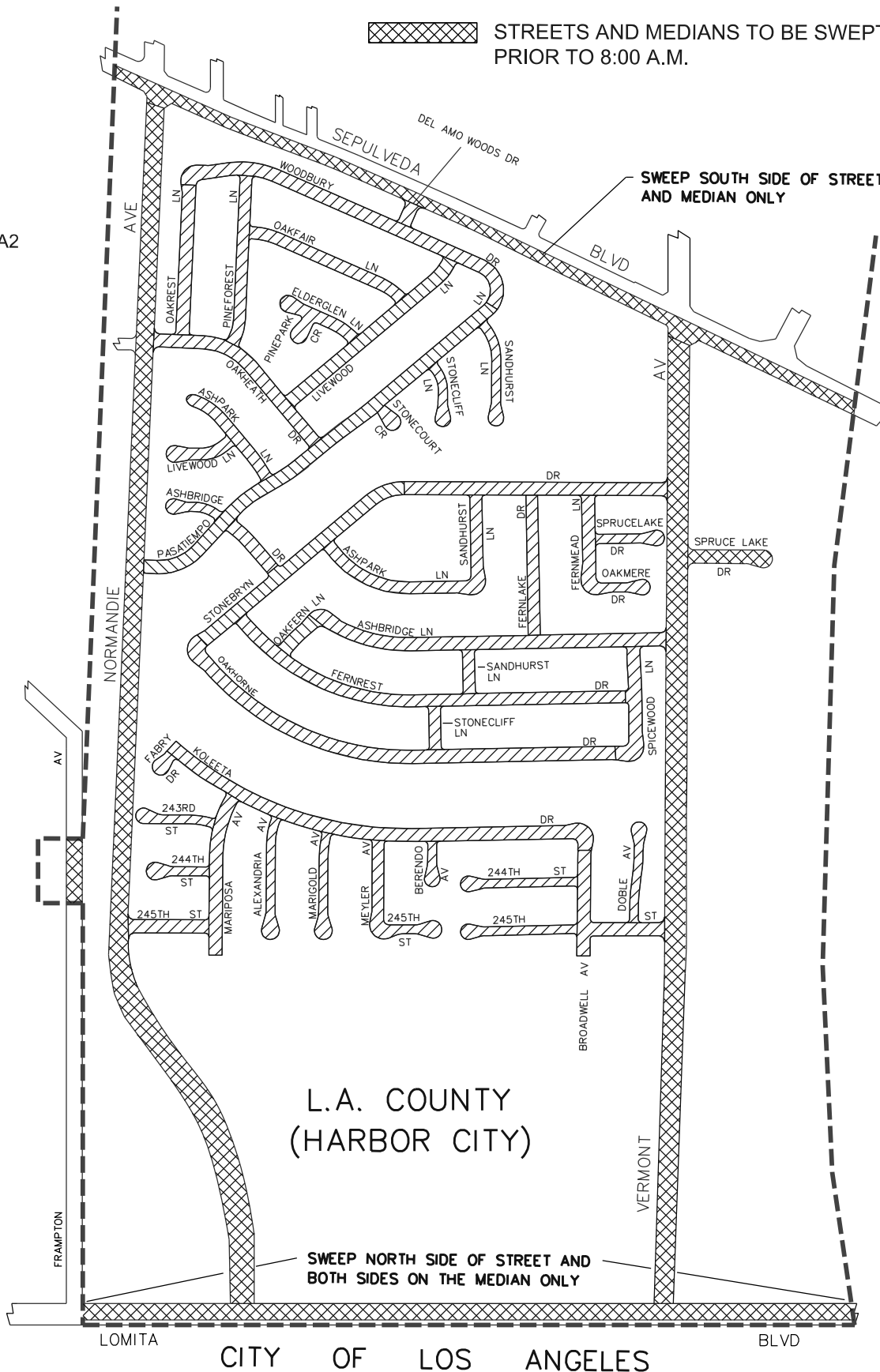
CITY OF LOS ANGELES

CITY OF CARSON

L.A. COUNTY  
(HARBOR CITY)

SWEEP NORTH SIDE OF STREET AND  
BOTH SIDES ON THE MEDIAN ONLY

SWEEP SOUTH SIDE OF STREET  
AND MEDIAN ONLY



PROJECT  
NAME

# SAN PEDRO AREA STREET SWEEPING SERVICES

PROJECT I.D. No.  
RMD3206006

PROJECT  
ENGINEER

J. GARCIA

C.E. NO.  
C 65401

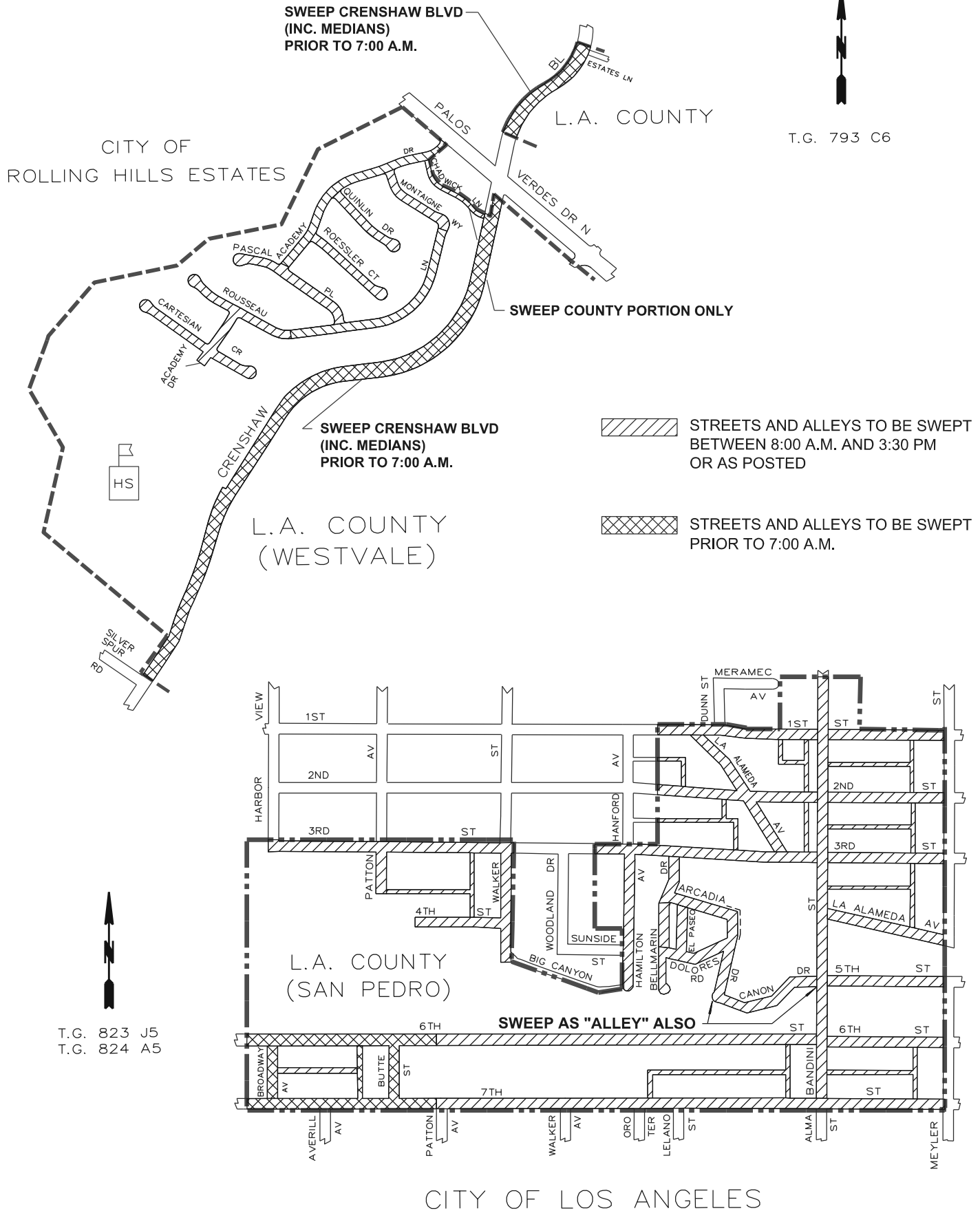
LOS ANGELES COUNTY DEPT OF PUBLIC WORKS  
ROAD MAINTENANCE DIVISION - DISTRICT 3

T.G.  
794

FILENAME

SCALE  
NONE

SHEET  
2 OF 3



PROJECT NAME SAN PEDRO AREA STREET SWEEPING SERVICES

PROJECT I.D. No.  
RMD3206006

PROJECT ENGINEER J. GARCIA

C.E. NO.  
C 65401LOS ANGELES COUNTY DEPT OF PUBLIC WORKS  
ROAD MAINTENANCE DIVISION - DISTRICT 3T.G.  
793, 823, 824

FILENAME

SCALE  
NONESHEET  
3 OF 3

# **WEBCO LB LLC**

12305 Woodruff Avenue  
Downey, CA 90241  
1-800-55WEBCO

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
STREET SWEEPING SERVICES 2015-SQPA004  
DUE 4/15/15, 5:30 PM.

Proposed by: Todd Rentfrow, Owner/Managing Member  
April 15, 2015

Tel: (562) 803-0100  
Fax: (562) 803 0200

[www.webcosweep.com](http://www.webcosweep.com)  
[webco@webcosweep.com](mailto:webco@webcosweep.com)



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PW-3 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE  
JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION

PW-4 CONTRACTOR'S INDUSTRIAL SAFETY RECORD

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CERTIFICATION

PW-8 LIST OF SUBCONTRACTORS

PW-9 REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE  
(SBE) AND CBE FIRM ORGANIZATION

PW-10 GAIN/GROW EMPLOYMENT COMMITMENT

PW-12 CHARITABLE CONTRIBUTIONS CERTIFICATIONS

PW-13 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE  
APPLICATION

PW-14 – STATEMENT OF TERMINATED CONTRACTS

PW-15 PROPOSER'S PENDING LITIGATIONS AND JUDGEMENTS

PW-16 PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

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LW-3 CONTRACTOR LIVING WAGE DECLARATION

LW-4 LIVING WAGE ACKNOWLEDGMENT/COMPLIANCE

LW-5 LABOR/PAYROLL/DEBARMENT HISTORY

LW-7 PROPOSER'S MEDICAL PLAN COVERAGE

LW-9 WAGE/HOUR RECORD KEEPING PRACTICES

SAMPLE PAYCHECK STUB, EMPLOYEE SCHEDULES, JOB WORK  
CALENDARS AND PAYROLL SUMMARY SHEETS

**ADDITIONAL INFORMATION INCLUDES THE FOLLOWING:**

WEBCO SAFETY PROGRAM/ILLNESS & ACCIDENT PREVENTION

WEBCO SWEEPER OPERATOR TRAINING

WEBCO COMPLAINT FORM

COPY OF INSPECTION REPORT

WEBCO SWEEPING BROCHURE

# **WEBCO LB LLC**

**12305 Woodruff Avenue  
Downey, CA 90241  
1-800-55WEBCO**

## LETTER OF TRANSMITTAL


Webco is submitting a proposal to provide all labor, equipment, insurance, materials, tools, water and proper debris disposal to facilitate weekly street sweeping services for LA County. Weekly sweeping service also includes paved alleys and curbed medians.

All work is to be performed according to the scope of work and specifications as stipulated in the corresponding RFP. All sweeping will be in accordance with Best Management Practices using sweepers in compliance with SCAQMD Rule 1186.1. Full time employees working on contracts will be paid living wage or higher.

Individuals other than myself authorized to make representations on behalf of Webco include:

Susan Fee, Office Manager  
60 W. Main Ave., Suite #22  
Morgan Hill, CA 95037  
Phone: 408-778-5411  
Email: [webco@webcosweep.com](mailto:webco@webcosweep.com)

Mary Ann Collins, Customer Service  
60 W. Main Ave., Suite #22  
Morgan Hill, CA 95037  
408-778-5411  
Email: [webco@webcosweep.com](mailto:webco@webcosweep.com)



Submitted by Todd Rentfrow  
Owner/Managing Member



# State of California

## Secretary of State

L

### STATEMENT OF INFORMATION

(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**1. LIMITED LIABILITY COMPANY NAME**

Webco LB LLC  
12305 Woodruff Ave.  
Downey, CA 90241

This Space For Filing Use Only

**File Number and State or Place of Organization**

2. SECRETARY OF STATE FILE NUMBER **200502810076**

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)  
**CA**

**No Change Statement**

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
60 W. Main Ave., Suite #22	Morgan Hill, CA		95037

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
same			

7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
same		CA	

**Name and Complete Address of the Chief Executive Officer, If Any**

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
Todd Rentfrow	2807 Dollar St.	Lakewood, CA		90712

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member** (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Angelica Gandara	4164 Lakewood Dr.	Lakewood, CA		90712

10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NAME	ADDRESS	CITY	STATE	ZIP CODE

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS  
Todd Rentfrow, Managing Member

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
2807 Dollar St.	Lakewood	CA	90712

**Type of Business**

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY  
Webco provides sweeping and pressure washing services

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/28/15

Susan Fee

Office Mgr.

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

## **PROPOSER'S EXPERIENCE**

### **BACKGROUND**

Webco Sweeping has been in business since 1977 offering quality pressure washing and sweeping services to various types of clients including government agencies, transportation districts (BART, OCTA), different municipalities and the private sector of property managers with shopping centers and business complexes.

Being a prior contractor for LA County, Webco has demonstrated the ability to fulfill all requirements according to schedule and contract specifications. Webco also provided sweeping services for all the Union Pacific Railroad yards in the LA basin for over 15 years. These are extremely busy yards and safety is of paramount concern and importance in the success of that contract. We have provided sweeping services to the County of Orange on various contracts. These contracts demand certain areas to be swept during specific hours and days of the week with monthly scheduling forwarded in advance and schedules strictly maintained. Emergency sweeping requirements or special "on call" sweeping requests are handled promptly.

Additionally, Webco has provided street sweeping services to the City of Irvine as well as sweeping services for their Parks/ Bike Trails and transportation center since 2008. Additionally, we have provided sweeping services to the private sector for companies like Anheuser Busch since 2005 and have been contracted by the State of California to sweep and pressure wash various facilities such as California Highway Patrol and DMV locations.

The above mentioned contracts were for services with similar labor, equipment and scope of work requirements. Webco has been successfully fulfilling all contract requirements and also had the privilege of contracts being renewed year after year because we met and/or exceeded all contract expectations including:

- \* Adherence to the scope of work & quality sweeping
- \* Special attention to scheduling requirements
- \* Accurate reporting of labor figures
- \* Equipment specifications and reliability
- \* Emergency response
- \* Safety
- \* Supervision
- \* Invoicing and work report requirements

**BACKGROUND (cont'd)**

Webco is a certified Small Business with the State of California currently in good standing. We do qualify for the Local Small Business Enterprise having our office and equipment yard located in LA County since 1998, first in Long Beach and now in Downey; however, we have not been successful in getting the vendor relations contacts to respond to our request for certification as of this date. We are fully insured and certificates of insurance meeting the contract requirements will be issued promptly upon contract award notice.

We use only our own employees, no subcontractors are involved. This helps insure smooth operation and clear communication of your needs as special requirements arise. Many of our employees at our Southern California location have been with us for many years and are committed to providing the kind of quality service that has allowed us to continue to expand our business over the years. Our crew, fleet of vehicles and equipment is conveniently located in Downey along with an on-site Manager readily available to oversee all of the contract requirements. Our Owner/Manager and crew are equipped with cell phones facilitating prompt communication of any service needs. After hours, messages are checked every couple hours in the evening and on weekends. Additionally, we may be contacted through our toll free number 844-449-3226 or email at [webco@webcosweep.com](mailto:webco@webcosweep.com).

We understand when we are working on a county contract that we are representatives of that county and our employees are conscientious and courteous to the public. We have a fully staffed office so that when you call us during normal business hours, you will not get a recording but someone who can help you. With over 38 years of experience, Webco's crews have the skills required to sweep it right the first time.

**COMPANY ORGANIZATION**

Our company is local, with an office in Downey and an administrative office in Morgan Hill, CA.

Our Southern California office address is: 12305 Woodruff Ave.  
Downey, CA 90241  
Phone: 562-803-0100  
Fax: 562-803-1200

Our Northern California office is: 60 W. Main Ave., Suite 22  
Morgan Hill, CA 95037  
Telephone: (408)778-5411  
Fax: (408)776-0056

**ORGANIZATION CHART SOUTHERN CALIFORNIA**  
**TODD RENTFROW, OWNER**

<b><u>OFFICE</u></b>	<b><u>Todd Rentfrow, Manager</u></b>
Susan Fee, Office Mgr.	Juan Vargas
Mary Ann Collins	Martin Lopez Lomeli
Jen Thiels	Crescencio Ocampo
	Sam Naranjo
	Jesus Tostado
	Hector Miranda

**Staffing Plan/Key Employees**

**Managing Employees:**

Walsh Bentley, Prior Owner, started Webco Sweeping back in 1977 and in the process of growing from 1 truck doing most of the work himself to over 50 employees in different locations and an entire fleet of vehicles gained experience in every aspect of the industry. Unfortunately, Walsh passed away in January 2014 and now Todd Rentfrow who was previously a partner is now the majority owner and makes all important decisions which decide the direction of the company.

Todd Rentfrow, Owner/Managing Member, has been with Webco Sweeping since March 1999 and also had three years of previous experience in the sweeping industry. Todd is responsible for hiring and scheduling of employees, reporting of payroll, supervising job performance and overseeing all equipment maintenance and day to day operations of the Long Beach location. Todd handles all employee related issues and ensures that all employees are trained to individual contract requirements. He makes decisions on major equipment purchases, which contracts to bid on and manages every aspect of the Southern California location.

**Webco Meets Minimum Requirements**

Webco surpasses the minimum requirement of the proposer's managing employee having 3 years of experience performing street sweeping services. Webco has been providing sweeping services for over 38 years and Todd Rentfrow has over 20 years of experience in managing sweeping operations on a myriad of varied contracts ranging from city, county and state contracts to commercial accounts. The majority of our sweeper operators have been working for us for between 5 to 15+ years. Our success is largely due to their commitment to provide quality service.

Office

Susan Fee, Office Manager has been with Webco Sweeping since December of 1999 and has experience in all areas of the company. Prior to joining Webco, Susan was employed as Marketing Coordinator for Semifab, Inc., and has another 10 + years administrative experience as Assistant to Vice President of DTI, a Division of Datura International and Administrative Assistant for Hyatt Hotels Corporation. Susan is responsible for handling many of the financial aspects of the company including quarterly federal and state reports, payroll tax deposits, W2s, annual state reconciliations, accounts payable and bank account reconciliations. Additionally, Susan oversees our insurance and HR needs and handles the preparation of larger bids as well as supervising office functions.

Mary Ann Collins joined Webco in January of 2003 and is responsible for job scheduling and invoicing, maintaining master job lists, offers general customer service and handles any special requests as well as interfacing with our Managers. Mary Ann came to us highly recommended with a prior background working for our local library and former employment in the Morgan Hill Unified school system in an administrative capacity.

Jen Thiels joined Webco about 2 years ago with a prior background working for a general contractor and a tractor supply company. Jen handles special requests, ordering supplies, invoicing and accounts receivable while also taking care of daily customer service needs.

Sweeping Crews

Our sweeper operators are already familiar with LA County's needs having worked on prior contracts. They have demonstrated the ability to reliably provide quality service while meeting all contract obligations. Our crews also have experience working on various other city, county and commercial contracts with similar requirements, providing them with expertise in all phases of our sweeping operations, from street sweeping and parking lot sweeping to sweeping of bike trails on other city and county contracts.

All our sweeper operators are full time employees and have gone thru intensive training as to the safe operation of our sweepers, daily inspection of their trucks and are reliable, conscientious employees who take pride in their job performance. They know how to operate a sweeper in different applications and adjust brooms for the best results. They are motivated to do an excellent job but always use caution when operating all equipment. Our safety record speaks for itself. Webco has a written safety and sweeper training program in place and a copy is enclosed for your review. Juan Vargas will serve as our QA Inspector and Project Safety Official. Juan has been with Webco since 2008 and has proven to be a valued asset to our team.



### WORK PLAN

Each employee will have a thorough training period which addresses all contract requirements per area. Daily supervision will be performed by Todd Rentfrow who will be the Project Manager on this contract and responsible for fulfillment of overall contract obligations. Daily logs and recording of employee work hours will also be performed by Todd on job calendars. Invoicing, accounts receivable and monthly schedules will be prepared by Mary Ann Collins. Insurance requirements and other administrative functions will be handled by our Office Manager, Susan Fee.

All scheduled employees will check in at our Downey equipment yard. They will then fuel and inspect their equipment and supplies needed for their shift and then proceed to the areas scheduled that day. Our employees are uniformed with identification badges and have all been through a training program which included instruction on equipment inspection, safe operation and basic maintenance.

California Storm Water Best Management Practices and the County of Los Angeles Department of Public Works Best Management Practices shall at all times be employed and sweeping will be in compliance with AQMD requirements. Webco understands sweeping is to maintain cleanliness and road safety as well as gutter lines free of debris to allow consistent flow of water. Sweeping shall be once per week or as specified in each RFP and include all public streets, paved alleys and curbed medians as indicated in the RFP. Sweeping shall be at a safe speed, not to exceed 6 MPH with gutter brooms down on each side of the street adjacent and parallel to the curb face including curb returns and cross gutters at intersecting streets. Sweeping of raised medians typically consists of a single swept path on each side of the median adjacent and parallel to the median curb face. Alley sweeping shall normally consist of a single swept path, brooms down, on each side of the alley adjacent and to the right of the flow line or centerline of the alley.

Areas that cannot be swept with power sweeping equipment shall be cleaned manually as well as larger items being physically picked up. Webco's practice is to make as many passes as required to remove all debris. Our goal is to leave all areas as clean and debris free as possible, preventing pollution and removing leaves, paper, dirt, rocks, glass, bottles, cans and other debris that could potentially pose a hazard or possibly enter a storm drain. Webco will notify the Contract Manager of any problems or conditions affecting normal sweeping operations or that pose a hazard to the public the same day with dead animals being reported to Animal Control.

Upon completion of the job, all equipment will return to our Downey equipment yard. All equipment will be cleaned by the operator, and then inspected. Any maintenance issues with the equipment will be repaired and/or serviced in order to be prepared for the next shift. All completed jobs from the previous work shifts will be reported and discussed with the Project Manager to ensure no problems or incidents occurred and to review the most productive ways to provide quality and efficient service. Webco will provide a report to the Contract Manager on

## QUALITY ASSURANCE

Webco is known for providing quality service every time on schedule. Our sweeper operators have been trained to make as many passes as required to leave areas as debris free as possible. Juan Vargas will serve as our Quality Control representative and will be responsible for assuring all areas are swept according to contract specifications. He will conduct periodic inspections to ensure all sweeper operators are providing service which meet Webco's standards. Timely inspection is vital in properly evaluating the sweeper's performance as seasonal weather and other conditions can change the condition of cleanliness rather quickly. During inspections, the quality of the sweeper's job will be evaluated to ensure all Best Management Practices were employed. Juan will note any deficiencies on a written report indicating the date, time, area, and nature of defect along with the date and time it was corrected. A sample inspection form is included for your review. Any problems or hazardous conditions requiring special attention shall be reported as soon as possible so they may be addressed promptly. All our sweeper operators are equipped with cell phones facilitating immediate communication of any problems.

Our sweeper operators understand that it's in everyone's interest to do the best job they can the first time instead of having to come back and re-sweep an area. We understand that no debris shall be found in the street or gutter after sweeping. This includes trash, grass, leaves, dirt, bottles, broken glass, rocks or other debris. It is very unusual for Webco to receive a complaint but if a situation should present itself, Todd will address it promptly and work with the employee involved to resolve any and all concerns. A complaint form indicating any corrective action required will be completed for each complaint and submitted to the Contract Manager by the next following working day. Webco is able to ensure quality and reliable service because we have all the components necessary:

- Experienced Sweeper Operators – our drivers have all been through our training program and have 7-15+ years of sweeping streets and bike trails on city and county contracts as well as experience in parking lot sweeping. Having previously provided service to LA County, there would be no learning curve with Webco. We know what to do, how to do it and when to do it.
- Reliable Equipment – all our sweepers are regularly maintained and kept in excellent operating condition, although backup sweepers are always available
- Communication – all operators are equipped with cell phones and trucks are equipped with GPS systems so that we are able to locate our drivers and respond promptly to any urgent requests. We have a toll free number available 24/7.
- Management & Supervision – Todd works closely with each sweeper operator to maintain schedules and actually do review each day's work to ensure any problems or issues are always immediately addressed. All required reports will be provided as requested in the RFP.

**QUALITY ASSURANCE (cont'd)**

Webco's success has been based on our commitment to superior customer service. If you're not satisfied, we're not happy and we'll make it right.

**EQUIPMENT**

All sweepers to be used on the contract are alternative fuel (100% propane) and will be in compliance with SCAQMD Rule 1186.1 and AQMD regulations. All sweeping will be done in accordance with the days and times as specified in the RFP. All vehicles are owned by Webco Sweeping and are identified with our company name and phone number on the trucks. If awarded a contract, Webco proposes to use one or more of our 100% propane powered Tymco 435 sweepers. When required, Webco has our Python S2000 sweeper or our new Tymco 600 available for heavier cleanups. Backup propane sweepers are available. We have successfully used these sweepers on similar contracts and in all instances, have met and/or exceeded contract specifications.

Sweepers will be equipped with water to minimize dust and appropriate warning devices as required by the U.S. Department of Transportation and CAL OSHA. All sweeper operators work within Cal/OSHA guidelines and are equipped with blowers, safety goggles, gloves, Webco shirts, jackets, safety vests, boots, brooms and associated tools and supplies.

Our sweepers are equipped with GPS systems and accounts will be provided to Public Works with Webco assuming the cost. GPS systems are capable of generating the required alerts and reports specified.

## VERIFICATION OF STATEMENT OF QUALIFICATIONS

DATE: 4/10, 2015

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.

2. Name of Service: SOQ for Street Sweeping Services (2015-SOPA004)

## DECLARANT INFORMATION

3. Name Of declarant: Webco LB LLC (dba Webco Sweeping)

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Owner

## PROPOSER INFORMATION

6. Proposer's full legal name: Webco LB LLC

Telephone No.: 562-803-0100

Physical Address (NO P.O. BOX): 12305 Woodruff Ave., Downey, CA

Mobile No.: 562-307-7573

e-mail: webco@webcosweeping.com

Fax No.: 562-803-0200

County WebVen No.: 11448701

IRS No.: [REDACTED]

Business License No.: 001128

7. Proposer's fictitious business name(s) or dba(s) (if any): Webco Sweeping

County(s) of Registration:

State:

Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor

Name of Proprietor:

☐ A corporation:

Corporation's principal place of business:

State of incorporation:

Year incorporated:

☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts

President/CEO:

Secretary:

☐ A general partnership:

Names of partners:

☐ A limited partnership:

Name of general partner:

☐ A joint venture of:

Names of joint venturers:

☒ A limited liability company:

Name of managing member: Todd Rentfrow

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) <u>Todd Rentfrow</u>	Title <u>Owner/Managing Member</u>	Phone <u>562-803-0100</u>	Fax <u>562-803-0200</u>
Street <u>[REDACTED]</u>	City <u>[REDACTED]</u>	State <u>[REDACTED]</u>	Zip <u>[REDACTED]</u>
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes

If yes, name of parent firm: \_\_\_\_\_

State of incorporation/registration of parent firm: \_\_\_\_\_

11. Has your firm done business under any other name(s) within the last five years? ☒ No ☐ Yes If yes, please list the other name(s):

Name(s): \_\_\_\_\_

Year of name change: \_\_\_\_\_

Name(s): \_\_\_\_\_

Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes

If yes, indicate the associated company's name: \_\_\_\_\_

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

I declare under penalty of perjury under the laws of California that the above information is true and correct.

Signature of Proposer or Authorized Agent: [Signature]

Date: 4/10/15

Type name and title: Todd Rentfrow, Owner/Managing Member

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Webco LB LLC			
Company Address: 12305 Woodruff Ave.			
City: Downey	State: CA	Zip Code: 90241	
Telephone Number: 562-803-0100			
(Type of Goods or Services): Provide street sweeping services			

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: Todd Rentfrow	Title: Owner/Managing Member
Signature: 	Date: 4/10/15

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: SOQ for Street Sweeping Services (2015-SQPA004)  
 SERVICE BY PROPOSER Webco LB LLC  
 PROPOSAL DATE: 4/10/15

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	20	17	18	17	15		2014
2. Total dollar amount of Contracts (in thousands of dollars).	1597625	1707344	1600630	1459568	1300588	7665755	678301
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	0	0	0	0	1	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	2	0	0	0	0	2	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Todd Rentfrow

Name of Proposer or Authorized Agent (print)

Signature

4/10/15

Date

FORM PW-5

## CONFLICT OF INTEREST CERTIFICATION

I, Todd Rentfrow

- ☐ sole owner  
☐ general partner  
☒ managing member  
☐ President, Secretary, or other proper title) \_\_\_\_\_

of Webco LB LLC  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

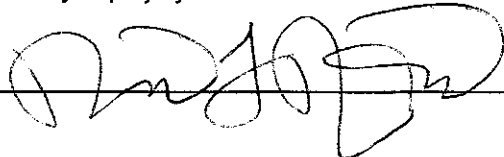
**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date 4/10/15

## PROPOSER'S REFERENCE LIST

CONFIDENTIAL

PROPOSER NAME: Webco LB LLC

PROPOSED CONTRACT FOR: SOQ for Street Sweeping Services (2015-SQPA004)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

## A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Sweeping	SERVICE DATES: 7/09 - 7/14
DEPT/DISTRICT: Street Sweeping San Pedro	
CONTACT: Jeff Donaldson of Benjamin Sandoval	
TELEPHONE: 310-348-6448 or 626-458-7334	
FAX: 310-649-0402 or 626-458-4194	
E-MAIL: jdonald@dpw.lacounty.gov hsandoval@dpw.lacounty.gov	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 1998 - 1999
AGENCY/FIRM: Union Pacific Railroad	
ADDRESS: 2401 E. Sepulveda Blvd. Long Beach, CA 90810	
CONTACT: Sherry Lewis	
TELEPHONE: 562-490-7127	
FAX: salewis@up.com	
E-MAIL:	

SERVICE: Sweeping	SERVICE DATES: 2008 - Present
AGENCY/FIRM: City of Irvine - Parks, bike trails, trans center	
ADDRESS: 1 Civic Center Plaza Irvine, CA 92606	
CONTACT: Joe Dillman/Alex De Haro	
TELEPHONE: 949-724-7696 / 949-422-9379	
FAX: 949-724-7607	
E-MAIL: jdillman@ci.irvine.ca.us adeharo@ci.irvine.ca.us	

SERVICE: Sweeping	SERVICE DATES: 9/2008 Present
AGENCY/FIRM: County of Orange	
ADDRESS: 1300 S. Grand Ave., Blvd B 2nd Fl, Santa Ana, CA 92706	
CONTACT: Frank Prado	
TELEPHONE: 714-973-3323	
FAX: 949-585-6420	
E-MAIL: frank.prado@ocpw.ocgov.com	

SERVICE: Sweeping	SERVICE DATES: 7/13 present
AGENCY/FIRM: OCTA	
ADDRESS: 50 S. Main St., P.O. Box 14184 Orange, CA 92863-1584	
CONTACT: Trevor Johnson	
TELEPHONE: 714-668-4532	
FAX:	
E-MAIL: tjohnson@octa.net	



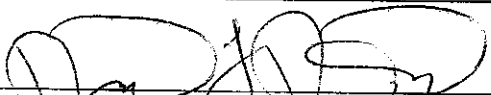
FORM PW-7

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	Webco LB LLC
Address	12305 Woodruff Ave., Downey, CA 90241
Internal Revenue Service Employer Identification Number	[REDACTED]

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Webco LB LLC	
Authorized representative	Todd Rentfrow	
Signature		Date 4/10/15

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

[illegible]

FORM PW-9

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Webco LB LLC

My County (WebVen) Vendor Number: 11448701

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

- ☐ As Local SBE certified by the County of Los Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): Limited Liability Co.						
Total Number of Employees (including owners): 9						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	1				6	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					1

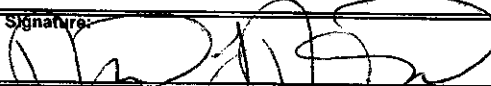
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	40 %	%	%	%	60 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Owner/Managing Member	Date: 4/10/15
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GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

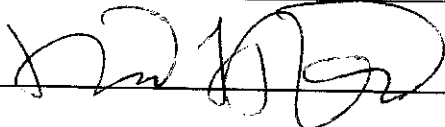
\_\_\_\_\_ YES (subject to verification by County)        X   NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO        X   N/A (Program not available)

Signature 	Title Owner/Managing Member
Firm Name Todd Rentfrow	Date 4/10/15

FORM PW-12

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Webco LB LLC

Company Name

12305 Woodruff Ave., Downey, CA 90241

Address

[REDACTED]  
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( X ) ( )

## OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

Signature



4/10/15

Date

Todd Rentfrow, Owner/Managing Member

Name and Title (please type or print)

FORM PW-13

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME: Webco LB LLC		
COMPANY ADDRESS: 12305 Woodruff Ave.		
CITY: Downey	STATE: CA	ZIP CODE: 90241

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Todd Rentfrow	TITLE: Owner/Managing Member
SIGNATURE: 	DATE: 4/10/15

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

FORM PW-14

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Webco LB LLC

☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

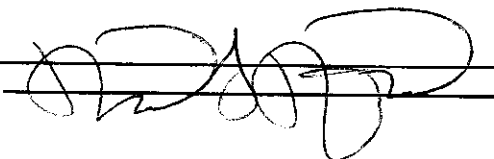
SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE


DATE: 4/10/15

FORM PW-15

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**Proposer's Name: Webco LB LLC

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. ☐ Pending Litigation      ☐ Threatened Litigation      ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Proposer: Date: 4/10/15



FORM PW-16

## PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

## STREET SWEEPING SERVICES (2015-SQPA004)

Webco LB LLC

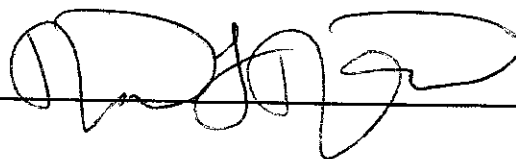
Proposer's Name

12305 Woodruff Ave., Downey, CA 90241

Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this RFSQ, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 4/10/15

FORM PW-17

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

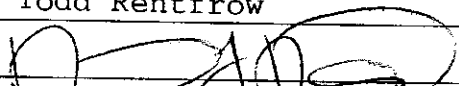
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**-OR-**

---

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:
- 
- 

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Todd Rentfrow	Title: Owner/Managing Member
Signature: 	Date: 4/10/15

FORM PW-18

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

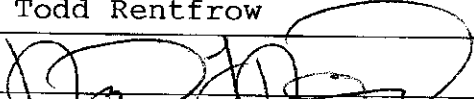
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- ☒ **I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- ☐ **I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: Webco LB LLC	County Webven No. 11448701
Print Authorized Name: Todd Rentfrow	Title: Owner/Managing Member
Authorized Signature: 	Date: 4/10/15

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ  
STREET SWEEPING SERVICES (2015-SQPA004)**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**At the time of Statement of Qualifications submission, Proposer must meet the following minimum requirements:**

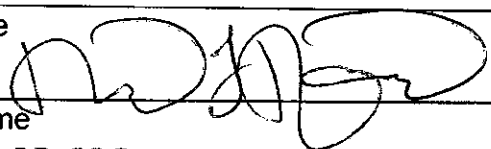
1. The Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

- ☒ Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer or Proposer's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Todd Rentfrow	3/1999 to present	Todd makes all decisions that affect the direction and finances along with managing the daily operation and employees and equipment.	5

- ☐ No. Proposer or its managing employee does not meet the experience requirement stated above.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature 	Title Owner/Managing Member
Firm Name Webco LB LLC	Date 4/10/15

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE**

[illegible]

# **COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE**

## **Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Statement of Qualifications (RFSQ) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFSQ, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

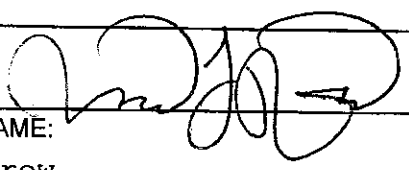
☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME:      Webco LB LLC	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 4/10/15
PLEASE PRINT NAME: Todd Rentfrow	TITLE OR POSITION: Owner/Managing Member

FORM LW-4

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- ☒ I have read the provisions of the RFSQ describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law/Payroll Violations (Check One):**

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

Webco LB LLC

Print Name of Firm

Todd Rentfrow, Owner/Managing Member

Print Name and Title

4/10/15


Date

FORM LW-5

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Webco LB LLC</b>	Print Name of Owner: <b>Todd Rentfrow</b>
Print Address of Firm: <b>12305 Woodruff Ave.</b>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code <b>Downey, CA 90241</b>	Print Name and Title: <b>Owner/Managing Member</b>

<b>Public Entity Name</b>	<b>NO CLAIMS</b>
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.



FORM LW-7

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Webco LB LLCName of Proposer's Health Plan: AetnaDate: 4/10/15

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$ 865.10/mo	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$ 865.10/mo	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y N	\$ 100.00	
Per Family	<input checked="" type="radio"/> Y N	\$ 200.00	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y N	\$ 2,000.00	
Per Family	<input checked="" type="radio"/> Y N	\$ 4,000.00	
Any Lifetime Maximum?			
Per Person	Y <input checked="" type="radio"/> N	\$ none	
Per Family	Y <input checked="" type="radio"/> N	\$ none	
Ambulance coverage	Y <input checked="" type="radio"/> N	\$ none	
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$ 90%	
Emergency Care	<input checked="" type="radio"/> Y N	\$ 90%	\$50 deductible
Home Health Care	<input checked="" type="radio"/> Y N	\$ 90%	
Hospice Care	<input checked="" type="radio"/> Y N	\$ 90%	
Hospital Care	<input checked="" type="radio"/> Y N	\$ 90%	
Immunizations	<input checked="" type="radio"/> Y N	\$ 100%/deductible then 90%	
Maternity	<input checked="" type="radio"/> Y N	\$ 90%	
Mental Health	Y <input checked="" type="radio"/> N	\$ N/A	
Mental Health In-Patient Coverage	Y <input checked="" type="radio"/> N	\$ N/A	

Note: This plan is only offered to employees in a managerial capacity.

## LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY COPAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$ N/A	
Physical Therapy	Y N	\$ 90%	
Prescription Drugs	Y N	\$ 100% up to \$7,500.00	
Routine Eye Examinations	Y N	\$ 90%	
Skilled Nursing Facility	Y N	\$ 90%	
Surgery	Y N	\$ 90%	
X-Ray and Laboratory	Y N	\$ 90%	

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 30 days of employment.

☒ Is defined as an employee who is employed more than 40 hours per week.

## OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 4 DAYS.

# WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS STREET SWEEPING SERVICES (2015-SQPA004)

## INSTRUCTIONS

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Employee hours are recorded on individual job calendars for each day of each job.</p> <p>Employees report in to our equipment yard to pick up a sweeper truck and then travel to the jobsite.</p> <p>The employee's shift starts when they report in at the equipment yard.</p>

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>Our manager knows when they start work because they report in to pick up a sweeper truck and the time is recorded on an individual calendar for each day.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>Start and end times are recorded manually on job calendars each day.</p> <p>Job calendars provide this info.</p> <p>Daily</p> <p>The manager records the hours worked.</p> <p>Our payroll person checks these records as well as the owner.</p> <p>They are kept in payroll files at our Downey office</p> <p>Yes</p>

FORM LW-9


QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>The cover sheet is also prepared for each employee detailing and summarizing how many hours for each job</p> <p>Job calendars</p> <p>The owner prepares the info and our payroll person checks it.</p> <p>No</p> <p>The owner approves it and it is compared with previous payroll as well as general knowledge of how long each job should take.</p> <p>Please refer to sample forms provided with notes on how we use the individual job calendars to cross check hours worked on employee schedules and track individual contract wage rate.</p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>Most of our crew retruns to the equipment yard for their breaks. Other breaks if required on the job site are on the honor system.</p> <p>Yes, breaks are noted.</p> <p>Our payroll person and the owner approve all payroll.</p>

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>The owner and the payroll person review the payroll and it is processed through Quick Books and all checks are double checked before dispensing to employees.</p> <p>Employees are paid every other week by check.</p> <p>One check for both regular time and overtime. Contracts requiring specific rates paid are issued a separate check to facilitate better tracking.</p> <p>Pay period, date, wage, hours paid along with all deductions listed and YTD earnings</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>Payroll checks are generated through Quick Books on a computer from individual job calendars and checked against the summary sheets for each employee. These are reviewed by the owner and payroll person.</p> <p>Any contract with specific wage rates is paid with a separate individual check from the regular paycheck, hours paid are calculated from the individual job calendars.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	

FORM LW-9

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>Travel time is paid as regular time.</p> <p>Travel time is paid for the job the employee is heading towards.</p> <p>This is somewhat irrelevant since our employees are all paid at a higher rate than the living wage but they would be paid for the 3 hours at the living wage rate (or higher) and then the travel time along with the 4 hours at the next job would be paid at the next job's rate.</p> <p>The 7 hours and travel time would be paid at the living wage rate, or in our case higher.</p>
<p><b>10. OVERTIME</b></p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>Overtime is time and a half and paid for over 8 hours in a day or more than 5 days in a row.</p> <p>Overtime is calculated the same as above and a separate check for each job with a different rate is issued for both straight time and overtime.</p>
<p>Print Name: Todd Rentfrow</p> <p>Signature: </p>	<p>Company: Webco LB LLC</p> <p>Date: 4/10/15</p>





**WEBCO Sweeping L.B.**  
60 W. MAIN AVE., SUITE 22  
MORGAN HILL, CA 95037

**BANK OF THE WEST**  
1-800-488-2265

206 TENNANT STATION  
MORGAN HILL, CA 95037

ENCLOSURE A 1204

90-78/1211

1/25/2014

PAY TO THE  
ORDER OF

[REDACTED]

**VOID**

One Thousand Seven Hundred One and 66/100\*\*\*\*\*

\$ \*\*1,701.66

DOLLARS

MEMO

Pay Period: 01/01/2014 - 01/15/2014

*Juan Hernandez*

RUB HERE TO REMOVE  
MADE WITH K&S

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

**WEBCO Sweeping L.B.**

Employee

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly Regular Rate	88:00	20.00	1,760.00	3,200.00
Overtime Hourly Rate	8:00	30.00	240.00	471.75
	96:00		2,000.00	3,671.75

Taxes	Current	YTD Amount
Federal Withholding	-111.00	-172.00
Social Security Employee	-124.00	-227.65
Medicare Employee	-29.00	-53.24
CA - Withholding	-14.34	-16.44
CA - Disability Employee	-20.00	-36.72
	-298.34	-506.05

Net Pay 1,701.66 3,165.70

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		0:00
Vacation	0:00		-272.00

SSN

Pay Period: 01/01/2014 - 01/15/2014

Pay Date: 01/25/2014

120

**VOID**

Webco LB LLC, 60 W. Main Ave. Suite#22, Morgan Hill, CA 95037

Powered by Intuit Payroll

**FEBRUARY 2014****EMPLOYEE NAME**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sample of employee schedule indicating This is compared to cover sheets		hours worked individual job calendars & summarized on				1 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____
2 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	3 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	4 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	5 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	6 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	7 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	8 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____
9 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	10 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	11 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	12 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	13 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	14 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	15 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____
16 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	17 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	18 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	19 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	20 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	21 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	22 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____
23 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	24 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	25 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	26 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	27 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	28 Location _____ Start Time _____ End Time _____ Total Hrs. _____ Lunch _____	

# LOS ANGELES COUNTY STREET SWEEPING - FEB 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Sample of our employee's schedule reflected on the summary There is an contract	individual job calendars. Schedule to ensure each individual job calendar is the appropriate employee schedules and then added to sheets individual job calendar prepared for each separate	These are compared to the individual job calendar is			1
2	3	4	5	6 San Pedro Rolling Hills	7 Harbor City	8
9	10	11	12	13 San Pedro Rolling Hills	14 Harbor City	15
16	17	18	19	20 San Pedro Rolling Hills	21 Harbor City	22
23	24	25	26	27 San Pedro Rolling Hills	28 Harbor City	

Pay Period \_\_\_\_\_

CITY & COUNTY JOBS				
JOB	DRIVER	WAGE	REG	OT
Salary	Todd Rentfrow			
	Crescencio Ocampo			
	Hector Miranda			
	Martin Lopes			
	Hector Miranda			
	Martin Lopes			
	Crescencio Ocampo			
	Sam Nuranjo			
	Jesus Tostado			
	Manuel Olmos			
	Crescencio Ocampo			
	Sam Nuranjo			
	John Garrison			
	Jesus Tostado			
	Crescencio Ocampo			
	Juan Vargas			
	Hector Miranda			
	Crescencio Ocampo			
	Juan Vargas			
	Sam Nuranjo			

Sample of summary sheet for city & county contracts to ensure accurate payment of correct wage rates. (Contract names have been removed for confidentiality)

PAY PERIOD \_\_\_\_\_

This summary sheet tracks hours paid at the regular rate for each employee. Wage rates have been removed for confidentiality.

## SHOP & MISC. JOBS

NOTES	DRIVER	WAGE	REG	OT	
	TODD RENTFROW				
	TODD RENTFROW				
	MARTIN LOPEZ				
	CRESCENCIO OCAMPO				
	SAM NURANJO				
	JUAN VARGAS				
	HECTOR MIRANDA				
	HECTOR MIRANDA				
	MANUEL ALMOS				
	JOHN GARRISON				
MISCELLANEOUS OUTSIDE LABOR					

## WEBCO LONG BEACH PAYROLL

--


Todd Rentfrow


Martin Lopez


Crescencio Ocampo


Sam Nuranjo


Juan Vargas


Jesus Tostado


Hector Miranda


Manuel Almos


John Garrison

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This is our cover summary sheet in which hours, wage rates & individual contract abbreviations are summarized along with employees' regular wage earnings.

All these individual employee schedules, job calendars and summary sheets serve as a cross check for each other.

## WEBCO SWEEPING SAFETY TRAINING

All employees are expected to be familiar with all aspects of safety and health on the job. This includes understanding and following the company's Injury and Illness Prevention Plan, Safety and Health Manual and the Hazard Communication and Emergency Response Plan. The following checklist is a guide for you and your trainer in helping you become familiar with each of these plans.

- \_\_\_\_\_ Introduction and review of the Injury and Illness Prevention Program (IIPP)
- \_\_\_\_\_ Introduction and review of the Health & Safety Manual
- \_\_\_\_\_ Code of Safe Practices
- \_\_\_\_\_ How to report unsafe conditions/accidents
- \_\_\_\_\_ Special hazards on the job
- \_\_\_\_\_ Introduction and review of the Hazard Communication and Emergency Response Plan
- \_\_\_\_\_ Location of Material Safety Data Sheets (MSDS)
- \_\_\_\_\_ Fire Prevention
- \_\_\_\_\_ Location of Fire Extinguishers
- \_\_\_\_\_ Emergency Response Team Members
- \_\_\_\_\_ Evacuation Procedures
- \_\_\_\_\_ Facility Map
- \_\_\_\_\_ Location of First Aid Kits/flashlights

I have received a copy of the company's Injury and Illness Prevention Program (IIPP) as well as the Health and Safety Manual and Hazard Communication and Emergency Response Plans. These documents have been reviewed with me. I understand that it is my responsibility to be familiar with and follow the guidelines set forth in these plans. I also understand that failure to follow these rules can result in disciplinary action, including termination.

\_\_\_\_\_  
Employee (Print name)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Training Date

**WEBCO SWEEPING**

60 W. Main Ave., Suite 22  
Morgan Hill, CA 95037  
1-800-55WEBCO

**PERSONAL PROTECTIVE EQUIPMENT ISSUED:**

\_\_\_\_ Glasses

\_\_\_\_ Gloves

\_\_\_\_ Dust Mask

\_\_\_\_ Hearing protection

\_\_\_\_ Boots

\_\_\_\_ Slicker

\_\_\_\_ Neon reflective safety vest

\_\_\_\_ Webco T shirt

\_\_\_\_ Webco jacket

\_\_\_\_ Cell phone

I acknowledge receipt of the above items and understand it is my responsibility to always wear protective clothing as well as eye protection when working. I further acknowledge that a cell phone is provided to me for business or emergency use and is not to be used when driving or operating any equipment.

\_\_\_\_\_  
Employee Signature\_\_\_\_\_  
Date

Tel: (408) 778-5411  
Fax: (408) 776-0056

website: [webcosweep.com](http://webcosweep.com)  
email: [webco@webcosweep.com](mailto:webco@webcosweep.com)



**WEBCO SWEEPING**  
**INJURY REPORT &**  
**ACCIDENT/EXPOSURE INVESTIGATION FORM**

EMPLOYEE NAME: \_\_\_\_\_ DATE OF ACCIDENT: \_\_\_\_\_

EMPLOYEE POSITION: \_\_\_\_\_ TIME OF ACCIDENT: \_\_\_\_\_

DATE &amp; TIME SUPERVISOR NOTIFIED: \_\_\_\_\_

LOCATION OF ACCIDENT: \_\_\_\_\_

ACCIDENT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BODY PARTS INJURED: \_\_\_\_\_

TYPE OF INJURY/EXPOSURE (Strain, cut, burn, etc.): \_\_\_\_\_

SPECIFY THE MACHINE/TOOL/CHEMICAL ASSOCIATED WITH INJURY: \_\_\_\_\_

\_\_\_\_\_  
NAMES OF WITNESSES: \_\_\_\_\_

TYPE OF FIRST AID GIVEN AND BY WHOM: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DID EMPLOYEE LEAVE WORK? ( ) YES ( ) NO

DID EMPLOYEE RETURN TO WORK SAME DAY? ( ) YES ( ) NO

DID EMPLOYEE GO TO CLINIC//HOSPITAL ( ) YES ( ) NO

IF SO, WHICH ONE? \_\_\_\_\_

PREVENTIVE ACTION RECOMMENDATIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CORRECTIVE ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

REPORT PREPARED BY: \_\_\_\_\_ DATE \_\_\_\_\_

**WEBCO SWEEPING**  
**INJURY & ILLNESS PREVENTION PROGRAM**  
**HAZARD ASSESMENT & CORRECTION RECORD**

Date of Inspection: \_\_\_\_\_

Person Conducting inspection: \_\_\_\_\_

Unsafe Condition or Work Practice: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corrective Action Taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **WEBCO SWEEPING INJURY & ILLNESS PREVENTION PROGRAM HAZARD ASSESSMENT CHECKLIST**

ENCLOSURE A

	A	B	C	D
1	Date of Inspection:			
2	Inspected by:			
3				
4	<b>GENERAL WORK ENVIRONMENT</b>			
5	Are all work sites clean, orderly and adequately illuminated?	YES	NO	COMMENT/RECOMMENDATION
6	Are all work areas free from electrical hazards?			
7	Are all first aid Kits properly supplied?			
8	Are all restrooms clean, sanitary and in proper working order?			
9				
10	<b>WALKWAYS/STAIRS/EXITS</b>			
11	Do you have adequate headroom to work?			
12	Is there safe clearance to walk in aisles where forklifts are in operation?			
13	Are all handrails in good condition?			
14	Are all exits clearly marked and free from obstructions?			
15	Are roll-up and man doors in proper working condition?			
16	Are all other doors working properly?			
17				
18	<b>EQUIPMENT</b>			
19	Is any equipment being worked on properly locked out/tagged out?			
20	Is Pressure washer in good condition and working properly?			
21	Is Sweeper in good condition and working properly?			
22	Is oil/water separator in good working condition?			
23	Is floor scrubber in good working condition?			
24	Is Lift in good condition & working properly?			
25	Are all other tools & equipment in good working condition?			
26	Is vehicle in good condition, clean & safe to operate?			
27	Is vehicle being serviced as required?			
28	Does vehicle have adequate fuel?			
29	Are all warning light/devices in good working order?			
30	Is your radio/cell phone in good working condition?			
31	Are you prepared with adequate cones, tape, sandbags, etc. that may be required?			
32				
33				
34				
35				
36				

# WEBCO SWEEPING INJURY & ILLNESS PREVENTION PROGRAM HAZARD ASSESSMENT CHECKLIST

		A	B	C	D	
37						
38	ATTIRE:					
39	If Pressure washing, do you have protective gloves, boots, glasses, slicker on?					
40	Do you have your Webco shirt/jacket on?					
41	If sweeping, do you have your reflective vest on?					
42						
43	OTHER					
44	Are combustibile/hazardous materials being stored & labeled properly?					
45	Are fire extinguishers charged & serviced properly & noted on the tag?					
46	Are fire extinguishers free from obstructions/blockage?					
47	When lifting heavy objects, do you follow proper recommendations?					

ENCLOSURE A

# WEBCO SWEEPING INJURY & ILLNESS PREVENTION PROGRAM TRAINING LOG

ENCLOSURE A

	A	B	C	D	E
1	Date	Employee Name	IIPP Health & Safety Hazard Emergency Response Plan All Employees	Forklift All forklift operators	Driver Safety Route Drivers
2					
3					
4					
5					
6					
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32					
33					
34					
35					

# **WEBCO LB LLC**

**12305 Woodruff Avenue  
Downey, CA 90241  
1-800-55WEBCO**

## **SWEEPER OPERATOR TRAINING**

Each new employee is first given a copy of our Employee Handbook which includes sections on Sweeper Training, Use of Backpack Blowers and our Safety Program. Webco requires the employee to read and sign that he understands Webco's regulations.

Webco's standard procedure is to have each new sweeper driver accompany an experienced sweeper operator for at least 2 to 4 weeks observing and learning the most efficient and best ways in which to sweep different areas and various applications such as parking lot sweeping, residential street sweeping, city/county street sweeping, bike trails, shopping center sweeping, commercial/business sweeping, hospitals, universities, HOAs, and state contracts such as DMV and CHP locations, among others.

During this training period, the new driver is a helper, following instructions from the sweeper operator which may include having him assist with handpicking larger debris from areas, emptying/relining trash receptacles and using a blower to blow areas not accessible with the sweeper truck

Sweeper Operator Training includes review of:

- Daily operation checklist procedures
- Machine operation
- Troubleshooting indicators and problems
- Daily and long term preventive maintenance
- Minor repairs
- Machine and personal safety requirements
- Pass a series of maneuvers indicating competence
- AQMD and Best Management Practices (Importance of pollution prevention, storm drain requirements, etc.)
- Adherence to noise regulations
- Chartis Safe Driving Training (on line course)
- Interaction and dealing with vagrants or unpleasant public

When the experienced sweeper operator is confident the new driver understands what is required, he will then enter the next training period where he is the sweeper driver and is accompanied on his route by the experienced sweeper operator for supervision. No sweeper operator is left to sweep on his own until he completes an entire sweep route under the direct supervision of his manager and to his satisfaction.

**Tel: (562) 803-0100  
Fax: (562) 803 0200**

**[www.webcosweep.com](http://www.webcosweep.com)  
[webco@webcosweep.com](mailto:webco@webcosweep.com)**

# **WEBCO LB LLC**

**12305 Woodruff Avenue  
Downey, CA 90241  
1-800-55WEBCO**

Sweeper Driver Rules include:

- Never exceed 10 mph while sweeping
- Never permit anyone other than a Webco employee to operate or ride in a sweeper truck
- If you ever feel that you are sleepy or not alert, notify your supervisor immediately for a replacement operator
- Never use a radio or cell phone while driving a sweeper
- Do not engage in any distracting activity such as eating while driving a sweeper

**Tel: (562) 803-0100  
Fax: (562) 803 0200**

**[www.webcosweep.com](http://www.webcosweep.com)  
[webco@webcosweep.com](mailto:webco@webcosweep.com)**

**WEBCO COMPLAINT**

DATE:

JOB NAME:  
ADDRESS:  
CONTACT:  
PHONE:

DESCRIPTION:

CORRECTIVE ACTION OR FINDINGS:



<b>Contract/Job:</b>	<b>WEBCO INSPECTION REPORT</b>	<b>Inspector:</b>
----------------------	--------------------------------	-------------------

[illegible]

**Comments:**

LEGEND														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Mud	Broken Asphalt	Broken Pipe	Drainage	Closed Area	Constr.	Serviced	Not Serviced	Hand Picked	Flex Posts	Signage	Veget. Cont.	Graffiti Vand	Flooded	Other

# **WEBCO LB LLC**

12305 Woodruff Avenue  
Downey, CA 90241  
1-800-55WEBCO

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)  
DUE JUNE 12, 2019 at 5:30 P.M.

ACKNOWLEDGEMENT OF ADDENDUM 1  
DATED JUNE 6, 2019



Tel: (562) 803-0100  
Fax: (562) 803 0200

[www.webcosweep.com](http://www.webcosweep.com)  
[webco@webcosweep.com](mailto:webco@webcosweep.com)

# **WEBCO LB LLC**

**12305 Woodruff Avenue  
Downey, CA 90241  
1-800-55WEBCO**

## **PART 1 FORMS**

- PW-2.1.1-2.4.1 Schedule of Prices
- PW-2.5            Summary Sheet of Schedule of Prices
- PW-9.1            (Supplemental) Request for County's Preference Program  
Consideration and CBE Firm/Organization Information Form
- PW-10.1          (Supplemental) GAIN and GROW Employment Commitment
- PW-17.1          (Supplemental) Zero Tolerance Human Trafficking Policy  
Certification
- PW-18.1          (Supplemental) Bidder's Compliance with the IFB: Minimum  
Requirement for San Pedro Area Street Sweeping Services  
Road Districts 232 and 432
- PW-19.1          (Supplemental) Statement of Equipment
- PW-20            (Supplemental) Compliance with Fair Chance Employment  
Hiring Practices Certification

## **LIVING WAGE FORMS**

- LW-2.1            (Supplemental) Living Wage Ordinance – Application for  
Exemption
- LW-4.1            (Supplemental) Acknowledgement and Statement of  
Compliance for Living Wage Ordinance and Contractor  
Non-Responsibility Debarment
- LW-8.1-8.4       Staffing Plan and Cost Methodology

**Tel: (562) 803-0100  
Fax: (562) 803 0200**

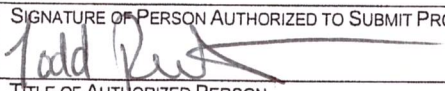
**[www.webcosweep.com](http://www.webcosweep.com)  
[webco@webcosweep.com](mailto:webco@webcosweep.com)**

ENCLOSURE  
FORM PW-2.1.1  
INITIAL TERMSCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$ 64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
TOTAL ANNUAL PROPOSED PRICE FOR – INITIAL TERM						\$68,983.20

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

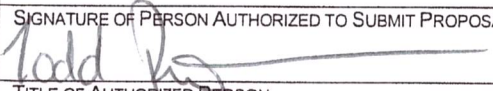


ENCLOSURE  
FORM PW-2.2.1  
OPTION YEAR 1SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$ 64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
TOTAL ANNUAL PROPOSED PRICE FOR - OPTION YEAR 1						\$ 68,983.20

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

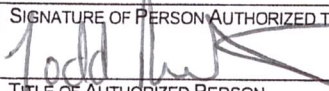
ENCLOSURE  
FORM PW-2.3.1  
OPTION YEAR 2

**SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$ 64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
<b>TOTAL ANNUAL PROPOSED PRICE FOR - OPTION YEAR 2</b>						<b>\$ 68,983.20</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com



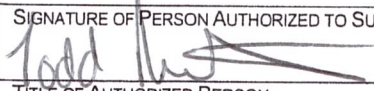
ENCLOSURE  
FORM PW-2.4.1  
OPTION YEAR 3

**SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	UNIT PRICE	MONTHS	ANNUAL PRICE (Monthly Qty x Unit Price x Months)
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	182	\$ 29.48	X 12	\$64,384.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	13	\$ 29.48	X 12	\$ 4,598.88
<b>TOTAL ANNUAL PROPOSED PRICE FOR - OPTION YEAR 3</b>						<b>\$ 68,983.20</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com

FORM PW-2.5

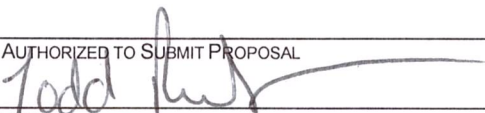
**SUMMARY SHEET OF SCHEDULE OF PRICES  
FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES  
ROAD DISTRICTS 232 AND 432 (BRC0000059)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Initial Term)	\$ 68,983.20
2	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Option Year 1)	\$ 68,983.20
3	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Option Year 2)	\$ 68,983.20
4	SAN PEDRO AREA STREET SWEEPING SERVICES RD 232 AND 432 (Option Year 3)	\$ 68,983.20
<b>TOTAL PRICE FOR YEARS' 1 THROUGH 4</b>		<b>\$ 275,932.80</b>
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		<b>\$ 68,932.20</b>

LEGAL NAME OF PROPOSER Webco LB LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Todd Rentfrow 		
TITLE OF AUTHORIZED PERSON Owner		
DATE 6/10/19	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) N/A	LICENSE TYPE (IF APPLICABLE) N/A
PROPOSER'S ADDRESS: 12305 Woodruff Ave. Downey, CA 90241		
PHONE 562-803-0100	FACSIMILE 562-803-0200	E-MAIL webco@webcosweeping.com



## (SUPPLEMENTAL) FORM PW-9.1

**County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form**

- I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

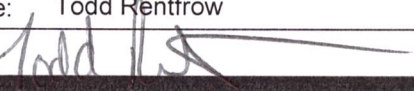
☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

- ☐ **DCBA certification is attached.**

Name of Firm	Webco LB LLC	County Webven No.	11448701
Print Name:	Todd Rentfrow	Title:	Owner
Signature:		Date:	6/10/19
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>



## (SUPPLEMENTAL) FORM PW-9.1

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Webco LB LLC

My County (WebVen) Vendor Number: 11448701

- II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify): Limited Liability Co.						
<b>Total Number of Employees</b> (including owners): 11						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1		8	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1				1	

- III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.


	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

- IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: Todd Rentfrow 	Title: Owner	Date: 6/10/19
--	-----------------	------------------

## (SUPPLEMENTAL) FORM PW-10.1

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


\_\_\_\_\_ YES (subject to verification by County)        X   NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO        X   N/A (Program not available)

Signature Todd Rentfrow 	Title Owner
Firm Name Webco LB LLC	Date 6/10/19



## (SUPPLEMENTAL) FORM PW-17.1

## ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

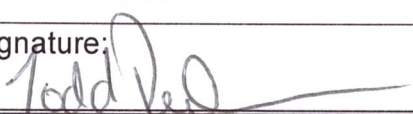
Company Name: Webco LB LLC		
Company Address: 12305 Woodruff Ave.		
City: Downey	State: CA	Zip Code: 90241
Telephone Number: 562-803-0100	Email Address: webco@webcosweep.com	
Solicitation/Contract for <u>BRC0000059 San Pedro Area Street Sweeping Services Districts 232 &amp; 432</u> Services		

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Todd Rentfrow	Title Owner
Signature: 	Date: 6/10/19

## FORM PW-18.1 (Supplemental)

**BIDDER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE IFB FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432  
(BRC0000059)**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

Important Note: The information on this form is subject to verification.

**At the time of bid submission, Bidder must meet the following minimum requirement:**

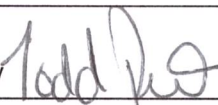
1. The Bidder or its managing employee must have a minimum of 3 years of experience providing street sweeping services.

☒ Yes. Bidder or its managing employee does meet the experience requirement stated above.

Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experiences
Todd Rentfrow	03/1999 to 10/2014	Managed daily operations of employees, equipment to provide sweeping services to cities, counties and commercial accounts including shopping centers.
	10/2014 to current	Owner - Manages daily operations and is consulted on all major decisions
Juan Vargas	10/2014 to current	Manages daily operations of employees, equipment. Consults with owner on all decisions affecting the direction of the company.

☐ No. Bidder or its managing employee does not meet the experience requirement stated above.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature Todd Rentfrow 	Title Owner
Firm Name Webco LB LLC	Date 6/10/19



SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC00000059)

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

[illegible]

## (SUPPLEMENTAL) FORM PW-20

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

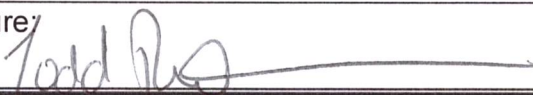
Company Name: Webco LB LLC		
Company Address: 12305 Woodruff Ave.		
City: Downey	State: CA	Zip Code: 90241
Telephone Number: 562-803-0100	Email Address: webco@webcosweeping.com	
Solicitation/Contract for <u>San Pedro Area Street Sweeping Services Road Districts 232 and 432</u> Services		

## PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Todd Rentfrow	Title Owner
Signature: 	Date: 6/10/19



## (SUPPLEMENTAL) FORM LW-2.1

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

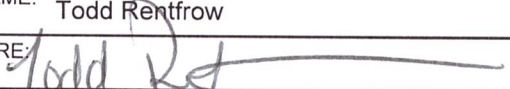
The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: Webco LB LLC			
Company Address: 12305 Woodruff Ave.			
City: Downey		State: CA	Zip Code: 90241
Telephone Number: 562-803-0100	Facsimile Number: 562-803-0200	Email Address: webco@webcosweeping.com	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**I am requesting an exemption from the LW Program for the following reason(s) (attach all documentation that supports your claim to this form). Please check all that apply:**

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Todd Rentfrow	TITLE: Owner
SIGNATURE: 	DATE: 6/10/19



## (SUPPLEMENTAL) FORM LW-4.1

## COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

## LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

## CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

## LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

## History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

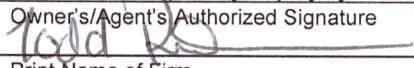
## History of Determinations of Labor Law /Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

## HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Todd Rentfrow, Owner
Print Name of Firm Webco LB LLC	Date 6/10/19

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC0000059)  
 BIDDER: Webco LB LLC

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Sweeper Operator					6	6		12	624	20	\$ 12,480.00
Operations Manager					1			1	52	20	\$ 1,040.00
Project Manager						1		1	52	40	\$ 2,080.00
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\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Todd Rentfrow  
 Name of Bidder  
 Signature  
 1 of 4  
 Date  
 6/10/19



SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC0000059)

Webco LB LLC

All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County

Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

**Note:** This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the prices quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Name of Bidder

Signature

6/10/19

Date \_\_\_\_\_

SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC0000059)

**BIDDER:** Webco LB LLC

[illegible]

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.

**\*\*** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the prices quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Todd Rentfrow

Name of Bidder

3 of 4

6/10/19

Date \_\_\_\_\_





**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC00000059)**

**SELECTED FIRMS**

Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
Webco LB, LLC	N/A	N/A	N/A	N/A	N/A	N/A
Medium-Sized Business Category Proposer Name						
none						
Large-Sized Business Category Proposer Name						
none						

**NON-SELECTED FIRMS**

Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Proposer Name						
R.F. Dickson Co., Inc.	N/A	N/A	N/A	N/A	N/A	N/A
Large-Sized Business Category Proposer Name						
Arakelian Enterprises, Inc. dba Athens Services	N/A	N/A	N/A	N/A	N/A	N/A

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
SAN PEDRO AREA STREET SWEEPING SERVICES ROAD DISTRICTS 232 AND 432 (BRC0000059)**

<b>FIRM INFORMATION*</b>	Webco LB, LLC	R.F. Dickson Co., Inc.	Arakelian Enterprises, Inc. dba Athens Services
<b>BUSINESS STRUCTURE</b>	Limited Liability Corp	Corporation	Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER/% OF OWNERSHIP</b>		
<b>OWNERS/PARTNERS</b>	0	0	0
Black/African American	0	0	0
Hispanic/Latino	0	0	0
Asian or Pacific Islander	0	0	0
American Indian	0	0	0
Filipino	0	0	0
White	1	1	6/100%
Female (included above)	0	0	1
<b>MANAGER</b>	<b>NUMBER</b>		
Black/African American	0	0	1
Hispanic/Latino	1	1	22
Asian or Pacific Islander	0	0	5
American Indian	0	0	0
Filipino	0	0	0
White	1	2	32
Female (included above)	0	2	12
Black/African American	0	0	22
Hispanic/Latino	8	19	1028
Asian or Pacific Islander	0	2	8
American Indian	0	0	0
Filipino	0	0	4
White	1	10	98
Female (included above)	0	2	118
Total # of Employees	11	34	1,226
<b>COUNTY CERTIFICATION</b>	N/A	N/A	N/A
CBE	N/A	N/A	N/A
LSBE	N/A	N/A	N/A
<b>OTHER CERTIFYING AGENCY</b>	N/A	N/A	N/A

\*Information provided by proposers in response to the RFP. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**ENCLOSURE C****Bid Detail Information**

**Bid Number :** PW-ASD944  
**Bid Title :** RFSQ for Street Sweeping Services  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** STREET SWEEPING SERVICES  
**Open Date :** 3/19/2015  
**Closing Date :** Continuous  
**Bid Amount :** \$ 0  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the contract Street Sweeping Services (2015-SQPA004). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for street sweeping services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Angela Cho at (626) 458 4169 or [acho@dpw.lacounty.gov](mailto:acho@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

- Proposer or its managing employee must have a minimum of three years of experience performing street sweeping services.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, March 31, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractors List as determined in this solicitation may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a Qualified Contractors List is made. Therefore, it is imperative that Proposers return all SOQ material no later than April 14, 2015, at 5:30 p.m.

Proposer's who miss this deadline may not submit proposals until November 2, 2015. SOQ received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

**Contact Name :** Angela Cho  
**Contact Phone# :** (626) 458-4169  
**Contact Email :** [acho@dpw.lacounty.gov](mailto:acho@dpw.lacounty.gov)  
**Last Changed On :** 3/19/2015 6:57:56 AM

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